

# RESERVATION FORM

BOB KORN MEMORIAL SWIMMING POOL



## CONTACT DETAILS

Name :

Full Address :

City / State :  Zip Code :

Cell phone :

E-Mail :

## USE DETAILS

Rental Start:        
M M D D Y Y

Start Time  End Time

Rental End:        
M M D D Y Y

Purpose:  Attendance:

## F E E S

ITEM	PRICE
Whole Facility per hour (includes 1 Lifeguard and up to 20 swimmers)	\$80.00
Per Lane per hour	\$13.50
Additional lifeguard/s per hour (1 per 20 swimmers)	\$30.00
Special interest / trainings	By negotiation with Director

All fees include City Sales Tax (6%). Payments are accepted by cash and check at the pool or by credit card at Bidarki Recreation Center. Reservation subject to approval by City of Cordova. Please make checks payable to City of Cordova.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THE RIGHTS YOU ARE GIVING UP BY SIGNING IT AND THE AFFIRMATIVE OBLIGATIONS IT PLACES UPON YOU, AND SIGN THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Signature \_\_\_\_\_ Date :        
M M D D Y Y

### OFFICE USE ONLY

Staff Member initials  Payment Amount  Date Paid:

Rental Approved Yes  No  Cash  Check #  Credit

Reason if declined

## 1. INTRODUCTION

The City of Cordova (the "City") makes available City-owned facilities, including the Bidarki Recreation Center and the Bob Korn Memorial Swimming Pool (the "Public Facilities") to members of the public ("reservees") who agree to adhere to federal, state, and municipal laws and all applicable Public Facilities rules and City regulations. In order to reserve the Public Facilities, reservees must agree to the following terms releasing the City from any and all liability related to the use of the Public Facilities:

## 2. WAIVER AND RELEASE

By their very nature, Public Facility environments can be unpredictable. This means that even the most perfect, safest set of circumstances could not eliminate all risks associated with use of the Public Facilities; these types of risks, (such as falls, contact with other Facility Patrons, improper use or failure of the equipment, and drowning), are called inherent risks. Additionally, certain conduct or actions by others, including other Facility Patrons, may cause damage to property or result in injury to a Facility Patron. Further, naturally-occurring human disease and viruses (including but not limited to COVID-19) occur in all environments, including the Public Facilities. Although the City endeavors to take reasonable measures to mitigate contact, exposure, transmittal, or contamination of diseases and viruses between or among people (including Public Facility Patrons, employees, and third parties), it is the sole responsibility of the reservee and members of their party to safeguard themselves and others from such risks. Accordingly, all Facility Patrons must assume responsibility for all risks – inherent, disease- or virus-related, or otherwise – as a condition of using the Public Facilities, including those that result in bodily injury, illness, property loss, or death.

The Public Facilities have many unattended areas where there will be no staff monitoring the Public Facilities or the Facility Patrons. All Facility Patrons must assume full responsibility for themselves and all of the activities in which they choose to engage, and must agree to the general and specific rules governing each Public Facility or activity, including but not limited to rules governing the use of the Public Facilities.

Additionally, while the City strives to maintain the safety of the Public Facilities, it may make MISTAKES or act NEGLIGENTLY in trying to do so. In exchange for the use of the Public Facilities, the Facility Patrons (and anyone that could or can legally stand in their place) agree to defend, release, indemnify, and hold harmless the City (and its past, present, and/or future city council members, administrators, officers, employees, volunteers, agents, attorneys, insurers, representatives, designees, and assigns) from liability or claims stemming from the City's NEGLIGENCE or MISTAKES, whether related to inherent risks or otherwise, for any claim brought by reservees, their minor child/dependent, or any third parties. In light of this limitation of City liability, groups and organizations wishing to reserve the Public Facilities may wish to maintain insurance coverage for the scope of their activities within the Public Facilities. Failure of any group, organization, or member thereof to maintain such insurance coverage may not be construed as grounds to impose any liability upon the City for any acts, omissions, mistake, negligence, or damages whatsoever.

## 3. RULES AND REGULATIONS

Each of the Public Facilities has its own rules. These rules may be accessed at [www.cityofcordova.net](http://www.cityofcordova.net), and may also be posted at the Public Facilities or communicated by City staff. By reserving the Public Facility or any area thereof, reservees acknowledge that they will ensure themselves and all members of their party comply with each Public Facility's rules. In addition, reservees must not carry out any illegal acts on the Public Facilities premises, and reservees must comply with each Public Facilities' health and safety requirements. The City may, in its sole discretion, modify its rules, regulations or policies without notice at any time. The City reserves the right, at its own discretion and acting reasonably, to refuse entry, or ask a reservee or member of the reservee's party to leave the Public Facilities. The City specifically reserves the right to deny entry or ask a reservee or member of a reservee's party to leave the public facilities for noncompliance with rules, policies, regulations, and/or laws; drug or alcohol use; and/or inappropriate or unsafe behavior.

## 4. CANCELLATION

Although the City endeavors to make its Public Facilities available to reservees at the date and time agreed-upon in each executed reservation form, unanticipated issues outside of the City's control such as facilities concerns; scheduling errors; staff unavailability; or harsh weather conditions may necessitate cancellation or rescheduling of reservations with or without notice. If a cancellation is necessary, the City will endeavor to take all reasonable steps to provide the reservee with notice of the cancellation; however, occasionally no notice will be possible in light of the circumstances. Where a cancellation is necessitated, any pre-paid reservation fee will be refunded to the reservee as soon as practicable if reservee chooses not to reschedule the reservation.